

# **EXHIBIT “1”**

**NFL Concussion Settlement  
In Re National Football League Players' Concussion Injury Litigation  
No. 2:12-md-02323 (E.D. Pa.)**

**PAYOFF AGREEMENT**

**A. PARTIES**

1. Settlement Class Member: Bobby J. Hamilton
2. Funder: Balanced Bridge Funding LLC fka Thrivest Specialty Funding
3. Covered Parties. The term "Settlement Class Member" includes his/her heirs, agents, guardians, successors, and assigns. The term "Funder" includes all of its representatives, predecessors, successors, affiliates, subsidiaries, owners, officers, directors, employees, agents and insurers. The term "Parties" refers to the Settlement Class Member and the Funder.

**B. THE CONTRACT**

1. "Contract" Defined. As used in this Payoff Agreement, the term "Contract" means the original agreement between the Funder and Settlement Class Member, which is attached to this Agreement as "Exhibit A."
2. Date(s) of the Contract: June 22, 2016
3. Status. There are now no pending actions between the Settlement Class Member and the Funder relating to the Contract. Previously, the Funder commenced an arbitration against the Settlement Class Member (AAA No. 01-20-0007-2716); however, the Parties agreed to resolve that action without prejudice on the terms set forth herein. Funder hereby warrants and represents that it has not assigned or transferred to any third party any claim, demand, or cause of action against the Settlement Class Member.

**C. LOAN RESOLUTION AMOUNT**

1. "Loan Resolution Amount" Defined. As used in this Payoff Agreement, the term "Loan Resolution Amount" means the amount of money owed by the Settlement Class Member to the Funder under this agreed-upon resolution.
2. Loan Resolution Amount. \$1,105,726.73 plus \$583.58 per diem after July 26, 2020.
3. Resolution. The Claims Administrator may pay the Loan Resolution Amount to the Funder as the amount due from the Settlement Class Member to the Funder.

**D. CONSIDERATION AND RELEASE**

1. Payment. The Funder agrees to accept from the Trustee of the Settlement Fund of the NFL Concussion Settlement (or from the Settlement Class Member if the Trustee does not pay the Funder directly) the Loan Resolution Amount as consideration for this Payoff Agreement.

2. Mutual Release.

(a) Except with respect to the terms and conditions in this Agreement, effective immediately, the Settlement Class Member hereby fully and forever releases, acquits, terminates, and discharges the Funder from any and all claims (express or implied) which the Settlement Class Member ever had, now has, or may have against the Funder.

(b) Except with respect to the terms and conditions in this Agreement, upon payment of the Loan Resolution Amount to the Funder, the Funder hereby fully and forever releases, acquits, terminates, and discharges the Settlement Class Member from any and all claims (express or implied) which the Funder ever had, now has, or may have against the Settlement Class Member.

3. Termination of the Contract. The Parties agree that, upon payment of the Loan Resolution Amount to the Funder, the Contract and any rights held under it will be terminated. The Parties further agree that, if the Settlement Class Member willfully and materially defaults on his obligations under this Payoff Agreement, the Funder shall be entitled to enforce the Contract and recover the full amount due under the Contract, including any enforcement costs.

4. Settlement Class Member. By signing this form, the Settlement Class Member:

(a) Acknowledges the Contract with the Funder and that it is valid and enforceable;

(b) Provides the Claims Administrator with consent to pay the Loan Resolution Amount directly to the Funder and deduct the Loan Resolution Amount from the Settlement Class Member's Monetary Award;

(c) Agrees to use his best efforts to pay the Funder the Loan Resolution Amount as promptly as possible, including (i) by cooperating with any request or application by the Funder to be paid directly by the Claims Administrator, (ii) establishing an account with the Claims Administrator's bank (CitiBank) to expedite the release of any hold on the Loan Resolution Amount, and (iii) wiring the Loan Resolution Amount to the Funder as soon as the bank releases any hold on the funds; and

(d) Agrees to hold his Monetary Award, including but not limited to the Loan Resolution Amount, in trust for the Funder in a segregated account until the Loan Resolution Amount is paid to the Funder.

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5. Entire Agreement. This Agreement sets forth the entire understanding between the Parties with respect to the payoff of the Settlement Class Member's obligations to the Funder.

6. Execution. This Agreement may be executed and delivered (including by fax or e-mail of a "pdf" or similar image of the executed signature page) in counterparts, each of which when so executed and delivered shall be an original, but both of which together shall constitute one and the same instrument.

**E. SIGNATURE****Funder**

Signature

Name

Title

Date

Joseph R. Genovesi

President

7/3/20

**Settlement Class Member**

Signature

Name

Date

Bobby J. Hamilton

7-2-20

**Counsel for Settlement Class Member**

Signature

Name

Date

David Levine, Esquire

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**E. SIGNATURE**


**Funder**

Signature \_\_\_\_\_  
Name Joseph R. Genovesi  
Title President  
Date \_\_\_\_\_

**Settlement Class Member**

Signature   
Name Bobby J. Hamilton  
Date 7-2-20

**Counsel for Settlement Class Member**

Signature   
Name David Levine, Esquire  
Date 7-3-20